

CITY OF FAIRFIELD

RESOLUTION NO. 2012 - 125

**RESOLUTION OF THE CITY COUNCIL AWARDING A CONTRACT TO DOMINGUEZ
LANDSCAPE SERVICES, INC. FOR THE LANDSCAPE MAINTENANCE OF GARY
FALATI, LEE BELL, DOVER NEIGHBORHOOD PARKS AND THE
FAIRFIELD TRANSPORTATION CENTER**

WHEREAS, the bid opening for the Landscape Maintenance for Gary Falati, Lee Bell, Dover Neighborhood Parks and the Fairfield Transportation Center took place on May 15, 2012; and

WHEREAS, the lowest responsive and responsible bidder was Dominguez Landscape Services, Inc., in the amount of \$98,924.94.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The specifications for the Landscape Maintenance for Gary Falati, Lee Bell, Dover Neighborhood Parks and the Fairfield Transportation Center are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Dominguez Landscape Services, Inc., in the amount of \$98,924.94.

Section 3. The City Manager is hereby authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 19th day of June 2012 by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

Nancy F. Price
MAYOR

ATTEST:

Jeanette Belinder

CITY CLERK

pw

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL
LANDSCAPE MAINTENANCE
FOR
GARY FALARI, LEE BELL, DOVER NEIGHBORHOOD PARKS
AND
FAIRFIELD TRANSPORTATION CENTER

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, a period of approximately eighteen (18) months from the date of the Notice to Proceed (anticipated to be July 1, 2012).

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and City of Fairfield standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed.

Bids will be submitted for the entire work. Contract will be awarded on lowest base bid only. The City of Fairfield reserves the right to add any of the alternates based on available budget.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work a unit price and a total price for the item, and for each lump sum item a total price for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth in the "Total Price" column shall be an extension of the unit price bid on the basis of the quantity for this item.

In case of discrepancy between the unit price and the Total Price set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Total Price column, then the amount set forth in the Total Price column for the item shall prevail and shall be divided by the quantity for the item and the price thus obtained shall be the unit price.

Bidder acknowledges receipt of the following addenda:

**LANDSCAPE MAINTENANCE
FOR
GARY FALATI, LEE BELL, DOVER NEIGHBORHOOD PARKS
AND
FAIRFIELD TRANSPORTATION CENTER**

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Gary Falati Park)	Month	18	1,450.00	26,100.00
2.	Landscape Maintenance (Lee Bell Park)	Month	18	1,200.00	21,600.00
3.	Landscape Maintenance (Dover Park)	Month	18	2,023.16	36,416.88
4.	Landscape Maintenance (Fairfield Transportation Center)	Month	18	822.67	14,808.06
TOTAL BID: 98,924.94				98,924.94	

REQUIRED INFORMATION

On occasion, the City of Fairfield may ask the contractor to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: Retail price - Plus
markup percentage.

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: \$42.50

Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the contractor will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the Landscape Maintenance Manager (LMM) prior to beginning work. Extra work may include activities beyond the frequencies of maintenance as described in the Specifications. The LMM will request a proposal to perform such activities.

STATEMENT OF EXPERIENCE

Indicate below, or on a separate sheet, at least three (3) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account. The contractor must have five (5) years of experience performing similar work on large-scale maintenance contracts. Lack of experience and good references are grounds to reject bids.

1. Account Name: City of Vacaville

Address: 1001 Allison Dr. Vacaville, CA 95687

Contract Person/Title: Patrick McKinney / David Jacobsen

Phone Number: (707) 4109-6500

Number of years servicing this account: 16

2. Account Name: City of Woodland

Address: 2001 East Street, Woodland CA 95776

Contract Person/Title: David Stewart

Phone Number: (530) 681-7088

Number of years servicing this account: 2

3. Account Name: Serrano El Dorado Owner's Association

Address: 4525 Serrano Parkway, El Dorado Hills CA 95762

Contract Person/Title: David Sanders

Phone Number: (916) 939-1728

Number of years servicing this account: 17

PROPOSAL QUESTIONNAIRE*

1. How many years has your company been in the business of providing landscaping services, and what geographical areas does your firm provide landscaping service to? *Company has 62 years experience of landscape maintenance and construction business; 30 years in Southern California and 32 years in Northern California. Areas include: Sacramento, Lodi, Gold River, El Dorado Hills, Roseville, West Sacramento, Woodland and Vacaville.*
2. Describe the type(s) of safety training your employees have had that is directly related to the performance of the landscaping services requested under this Invitation For Bids? *Employees are trained on Company Policy, Safety practices and the correct way to operate equipment. Safety meetings are held every other week at our facilities.*
3. What is the current number of employees working for your firm?
85
4. What has been the employee turnover rate for your firm in the past year?
15% - due to the nature of the industry.
5. How many field supervisors does your firm intend to assign to the City of Fairfield's contract? *Two to three*
6. Describe on a separate sheet of paper your firm's work plan for the City of Fairfield's contract should you be the successful bidder.
- See attached -
7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also, include the person's title, telephone number, address and Internet E-mail address. *Robert Dominguez - Owner
(916)381-8855
email: dls@dominguezlandscape.net
8376 Rovana circle
Sacramento, CA 95828*

* Attach additional pages if needed

Technical Proposal
Dominguez Landscape Services, Inc.

A. TRANSITION PLAN

A.1. Current Maintenance System

Dominguez Landscape Services, Inc. current maintenance plan consists of several large crews with each crew comprised of approximately 10 to 12 members. Each crew is assigned to various maintenance locations to perform landscape maintenance services under contract. Crews meet every morning to have safety tailgate meetings as well as assignment meetings prior to leaving the maintenance yard. Crews are assigned daily route sheets which provide the locations and routes of the areas to be serviced on a particular day. Once crews are aware of its location of service, trucks, equipment and tools are assigned appropriately to the areas as needed and tasks are assigned to individual persons amongst crews. Organization is a high priority amongst our company in order to ensure accurate service and coverage of maintenance areas, extending well above and beyond contract requirements and specifications.

A.2 Proposed Maintenance System

Upon award of the City of Fairfield Landscape Maintenance for Gary Falati, Lee Bell, Dover Neighborhood Parks and Fairfield Transportation Center, Dominguez Landscape Services, Inc. will strategize a complete and organized plan of action to implement landscape maintenance services as specified in contract documents to the fullest degree. Our maintenance yard is located in the greater Sacramento area. Currently we have 3 large crews that provide maintenance services for the City of Fairfield. Upon receipt of this contract, additional crew members will be added to the 3 crews in which will be facilitated to provide maintenance services for the City of Fairfield. Doing so will allow great advantage in providing excellent and professional services to city.

Our current crew members have been with the company as well as in the landscape services business for at least 5 years and possess the skills and knowledge to practice landscape maintenance and construction to the fullest degree. They have also been through the initial hiring and screening process to ensure validity and with ample experience in the landscape industry.

A crew leader is designated for each crew, who has the responsibility of managing its crew members to ensure work is completed accordingly. Crew leaders report to the field supervisor for that particular service area and organize all daily maintenance reports which are completed and turned into the field manager on a daily basis by the crew leader. The field supervisor works with office staff to ensure all proper paperwork is documented, filed and distributed amongst involved parties. The office staff is appointed a project manager that coordinates with the client (ie – city entity) to ensure all contract specifications and required documents are met and completed.

There shall be approximately 2-3 supervisors assigned to this landscape maintenance contract to ensure adequate manpower is available to organize, direct and accomplish all tasks and meet all contract specifications.

Dominguez Landscape Services, Inc.

A.1. Abstract

The landscaping business poses many conditions that change on a daily basis. This includes the type of landscape work (construction/maintenance on a federal, state, public, commercial or private level and the standards that each present), duration of work (long term reoccurring contracts versus short, one time projects), methods of installation (conventional, irregularities, technicalities), and the constant change of site conditions (due to weather, growth, redevelopment). Our staff and crew members work under a check and balance system to accurately recognize and implement solutions based on these changing conditions, additions and deletions. Our crews are trained to recognize problems as soon as they become obvious and implement strategies and methods to address these problems in an efficient way. They are readily available to call upon during emergency or after hour situations.

A.2. Sample Schedule

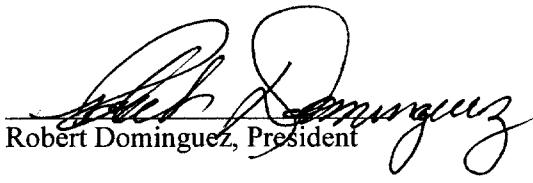
A crew of will be assigned to service the maintenance areas. Crews will be split into several groups and strategically organized to provide adequate coverage for all areas of maintenance. Crew members report to its crew leader, which will report to the field supervisor(s) assigned. Crews will perform services on a weekly schedule, with crew members on site daily at designated areas of service. Crews will begin work at the start and stop times as designated by contract specifications.

C. QUALITY CONTROL MEASURES

All crew members are trained to respond to issues that arise in the field in a professional and efficient manner. Upon receipt of any complaints or inquiries reported, the crew members, upon direction by the crew leader, will remedy the situation and document all details (upon approval and awareness by city). All information will be forwarded to the field supervisor(s) who will then relay full details to project manager to communicate to client. Maintenance requests can be relayed via fax, email, phone or in person to field supervisor or office personnel and will be addressed in a timely and efficient manner.

In addition, all our supervisors as well as many of our crew leaders are trained in irrigation troubleshooting and repair. Through years of experience and training, our irrigation technicians have the ability to perform inspections and make corrections or repairs for quality control, upon request and/or as needed.

Aside from irrigation technicians, crew leaders and crew members are highly trained in application of chemicals for weed and pest management. They are well versed in the types of chemicals used as well as identification of weeds and pests to determine the best methods in remediation.



Robert Dominguez, President

8736 Rovana Circle
Sacramento, CA 95828
(916) 381-8855 Phone
(916) 381-4796 Fax
dls@dominguezlandscape.net

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

<u>Subcontractor's Name and Address</u>	<u>Sub Contr. License Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1. <u>N/A</u>			
2.			
3.			
4.			
5.			
6.			

Note: Attach additional sheets if required.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

Robert Dominguez, being first duly sworn, deposes and says that he or she is Harsimrat Kaur of 10001 21st Street the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

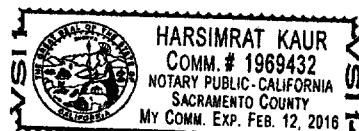
5-14-12

(Date)

Robert Dominguez
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED

State of California, County of SACRAMENTO
On May 14, 2012 before me, HARSIMRAT KAUR
Notary Public, personally appeared Robert Dominguez,
who proved to me on the basis of satisfactory evidence to be the person
whose name is subscribed to the within instrument and acknowledged
to me that he/she executed the same in his/her authorized capacity;
and that by his/her signature on the instrument the person, or the entity
upon behalf of which the person, acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Robert Dominguez

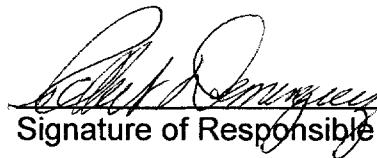


Dominguez Landscape Services, Inc.
Name of Firm

8376 Kovana circle, Sacramento 95828
Business Address

(916) 381-8855

Phone Number



Signature of Responsible Official

Contractor's License:

a. Class: A + C-27

b. Number: 5160128

c. Expiration Date: 3/31/13

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.



Robert Dominguez Pres.



Bonnie J Dominguez Secy-Treas.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**LANDSCAPE MAINTENANCE
FOR
GARY FALATI, LEE BELL, DOVER NEIGHBORHOOD PARKS
AND
FAIRFIELD TRANSPORTATION CENTER**

Dominguez Landscape Services, Inc.

WHEREAS

8376 Rovana Circle Sacramento, CA 95828

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and

American Contractors Indemnity Company

601 S. Figueroa Street Suite 1600 Los Angeles, CA 90017

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as

Surety, are held and firmly bound unto City in the penal sum of

Twenty Five Thousand Two Hundred and 00/100*

Dollars (\$ 25,200.00*), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage's, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 2, 2012

"Contractor"

Dominguez Landscape Services, Inc.

By: Robert Dominguez
Title

By: President
Title

"Surety"

American Contractors Indemnity Company

By: Shirley Lava
Title Attorney-in-Fact

By: _____
Title

(Seal)

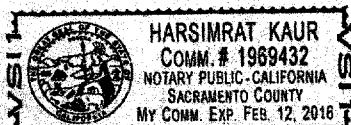
(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Robert Dominguez

5/25/2012

State of California, County of SACRAMENTO
On MAY 25 2012 before me, Harsimrat Kaur
Notary Public, personally appeared ROBERT DOMINGUEZ
who proved to me on the basis of satisfactory evidence to be the person
whose name is subscribed to the within instrument and acknowledged
to me that he/she has executed the same in his/her authorized capacity(ies),
and that by his/her signature on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Harsimrat Kaur



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

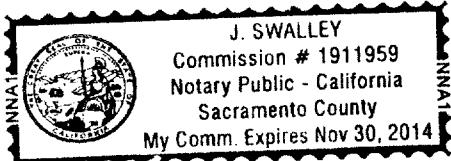
State of California

County of Sacramento

On 5-2-15 before me, J. Swalley, Notary Public

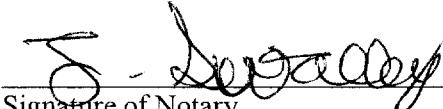
personally appeared Shirley Paiva

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) other than named above

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Shirley Paiva of Sacramento, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *******Three Million***** Dollars (\$ ***3,000,000.00**).**

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:


Daniel P. Aguilar, Vice President

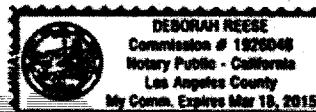
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Deborah Reese (Seal)



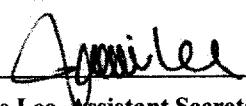
I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2nd day of May, 2012.

Corporate Seals

Bond No. **1000910096-2**
Agency No. **2011**




Jeannie Lee, Assistant Secretary

LANDSCAPE MAINTENANCE AGREEMENT

Landscape Maintenance for Gary Falati, Lee Bell, Dover Neighborhood Parks and Fairfield Transportation Center

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated June 19, 2012, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and Dominguez Landscape Services, Inc., party of the second part, hereinafter called the CONTRACTOR.

WHEREAS, the CITY is the owner of real properties in the City known as LANDSCAPE MAINTENANCE FOR GARY FALATI, LEE BELL, DOVER NEIGHBORHOOD PARKS AND THE FAIRFIELD TRANSPORTATION CENTER (hereinafter referred to as the 'Property') made a part of this Agreement by reference; and

Whereas, the City and Contractor have agreed that Contractor shall be responsible for the actual maintenance of certain Improvements, to wit, the landscaping, and the costs therefore shall be paid to Contractor by the City, and that all other costs shall be paid by the City directly.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to assure continued maintenance and care of the improvements installed in accordance with the plans previously approved by the City.

2. Properties Subject to Agreement. The properties as herein referred to, includes the areas outlined on plans available for review at City Hall.

2.1 Scope of Work. Contractor hereby agrees to furnish all of the materials, equipment and labor necessary and to perform all of the work described in the specifications all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement:

(a)	Specifications for Landscape Maintenance dated	<u>April 16, 2012</u>
(b)	The accepted bid dated	<u>May 14, 2012</u>
(c)	Instructions to bidders,	<u>April 16, 2012</u>
(d)	City of Fairfield Standard Specifications and details dated January 1988	
(e)	Performance Bond dated	<u>N/A</u>
(f)	Labor and Materials Bond dated	<u>N/A</u>

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. Duty to Maintain Improvements. Contractor agrees to diligently maintain and care for the covered improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Technical Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving, weed free condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. Payment of Maintenance Costs. Contractor and the City of Fairfield agree that commencing July 1, 2012 the City will pay Contractor the Contract Sum plus any approved extras for maintaining the Covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, Contractor shall deliver to the City a billing for the Covered Maintenance Costs incurred by Contractor for the previous month, together with supporting documentation therefore, and such costs shall be paid to Contractor within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the Contractor and other costs and expenses approved by the City of Fairfield as Extra Work associated with the care and maintenance of the Covered Improvements hereto.

4.1 Contract Sum. The Contractor will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the eighteen month Maintenance Period, for the sums not to exceed as follows:

**LANDSCAPE MAINTENANCE
FOR
GARY FALATI, LEE BELL, DOVER NEIGHBORHOOD PARKS
AND
FAIRFIELD TRANSPORTATION CENTER**

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Falati Park)	Month	18	\$1,450.00	\$26,100.00
2.	Landscape Maintenance (Lee Bell Park)	Month	18	\$1,200.00	\$21,600.00
3.	Landscape Maintenance (Dover Park)	Month	18	\$2,023.16	\$36,416.88
4.	Landscape Maintenance (Fairfield Transportation Center)	Month	18	\$822.67	\$14,808.06
TOTAL BID:					\$98,924.94

REQUIRED INFORMATION

On occasion, the City may ask the contractor to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: Retail price – plus markup percentage.

Contractor will source the most competitive items from a variety of vendors.

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: \$42.50

Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the contractor will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the LMM prior to beginning work.

Extra Work: All extra work shall be approved in advance in writing by the City. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. Unauthorized work shall be at the Contractor's expense.

5. Costs Paid by City.

5.1 The following costs shall be paid directly by the City:

5.1.1 All utility costs including, but not limited to: PG&E and water.

5.1.2 Cost of street light maintenance.

5.1.3 All other costs as may lawfully be covered by the City.

6. City May Maintain Landscaping.

6.1 Temporary Default. Contractor agrees that in the event Contractor fails to perform any of the duties specified in Paragraph 3, above, the City may elect to serve written notice of its intent to enter the area to promptly perform the required maintenance. Such notice shall be served personally, or by certified mail, return receipt requested, upon Contractor, at least fourteen (14) days in advance of the date when the City intends to enter the area for the purpose stated in this paragraph. Contractor may void the notice, and the City's right to enter and perform the maintenance, by promptly performing the required maintenance within the notice period or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then Contractor shall contact the Director of Public Works to obtain such additional time as is necessary.

If additional time is obtained, Contractor shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Director of Public Works. If Contractor fails to perform the required duties within the time period(s) specified by this paragraph, the City may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The City may act either through its own employees or through an independent contractor. The cost of such work shall be deducted from the amount owed to Contractor.

6.2 Continuing Default. Contractor agrees that in the event Contractor should default in the performance of the duties specified in Paragraph 3 herein for a continuous period of fourteen (14) days from Notice thereof to Contractor by the City and no additional time to cure such default has been given Contractor by the City, the City may elect to terminate this Agreement by serving written notice to Contractor of such termination and upon such termination, all maintenance of the improvements shall be performed by or under the direction of the City.

7. Option to Renew. By mutual agreement, the City and the Contractor may enter into an agreement for the extension of this agreement for no more than two additional twenty-four (24) months periods, upon the same terms and conditions set forth herein with an adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. New work would be added at a cost increase agreed to by the Contractor and the City prior to beginning the work.

8. Hold Harmless Agreement. Contractor will indemnify, hold harmless, and assume defense of, in any actions of law or in equity, the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, directly, or indirectly, arising from the operations of Contractor, any subcontractor, or of any person directly or indirectly employed by, or acting as agent for Contractor, his subcontractor, in connection with the work to be performed under this Agreement but not including the sole or active negligence or willful misconduct of the City. Subject to any applicable statutes of limitations, this indemnification shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the aforesaid operations as well as during the work's progress. Acceptance of insurance certificates required under this Agreement does not relieve Contractor from liability under this indemnity and hold harmless clause. This indemnity and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of Contractor's, or any subcontractor's operations regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Contractor's Insurance. Contractor shall not commence work under this Agreement or permit his subcontractor to commence work thereunder until Contractor shall have obtained or caused to be obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form, amount, and carrier. Contractor shall not allow any subcontractor to commence work on his subcontract until all insurance required of the contractor or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in force and effect during the performance of work under this Agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.

(a) Workers' Compensation Insurance. Contractor shall obtain and maintain (or cause to be obtained and maintained) workers' compensation insurance for all Contractor's employees employed to maintain the Improvements. Proof of a qualified self-insurance program is acceptable. Contractor shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all Contractor's or subcontractor's employees, unless such employees are covered by the protection afforded to Contractor. In case any class of employees engaged in work under this Agreement on the Properties is not protected under any workers' compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor hereby agrees to indemnify City for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance. Contractor shall provide the Director of Public Works with a certificate of insurance indicating workers' compensation coverage prior to engaging in any activity required by this Agreement.

(b) Liability Insurance. Contractor shall obtain and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers', and comprehensive form liability insurance in the amount of \$3,000,000 per occurrence provided: (1) that the City, its officers, agents, and employees shall be added as insureds under the policy; (2) that the policy shall stipulate that this insurance will operate as primary insurance as it relates to any insurance carried by the City; and (3) no other insurance effected by the City will be called upon to cover a loss covered thereunder. In the event that any of the aforesaid insurance policies provided for in this Paragraph 8 insures any entity, persons, boards, or commissions other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy City, its elective and appointive boards, commissions, officers, agents, and employees, Contractor and any subcontractor performing work covered by this Agreement.

10. Certificates of Insurance. Contractor shall file with City's Director of Public Works upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, or change in coverage.

Contractor shall file with the Director of Public Works concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

11. Contractor not Agent of City. Neither Contractor nor any of Contractor's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Contractor's obligations under this Agreement.

12. No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.

13. Termination of Contract by the City. The City reserves the right to terminate the contract for convenience, for any reason or for no reason, at the City's sole discretion, but not the performance of the Contractor. The Contractor is entitled to receive payment for work completed. Reasonable overhead and profit will be recognized for work completed. However, no allowances or compensation will be granted for the loss of any anticipated profit by the contractor. Notice of the City's intent to terminate will be given ten days prior by register mail. Notice of termination will be followed after the tenth day. The Contractor will be required to remove all materials and personal property belonging to the Contractor within the ten days.

14. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Engineer
Fairfield City Hall
1000 Webster Street
Fairfield, California 94533

Notices required to be given to Contractor shall be addressed as follows:

Any party or the surety may change such address by notices in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

15. Miscellaneous Terms and Provisions.

- (a) If any of this contract is adjudged invalid, the remaining provisions of it are not affected.
- (b) Notice to Contractor shall be considered to have been given to Contractor when sent to address as stated above.
- (c) This writing contains a full, final, and exclusive statement of the Contract of the parties.
- (d) By executing this Agreement, Contractor authorizes and grants to the City or anyone acting on the City's behalf permission to enter upon the Properties subject to this Agreement to perform inspections and/or to perform any work authorized by this Agreement in the event of default by Contractor.

16. Local Employment Policy. The City of Fairfield desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their respective signatures.

ATTEST:

Yvonne Odeker, Deputy
City Clerk

CITY OF FAIRFIELD

By:

John
City Manager *6/14*

DOMINGUEZ LANDSCAPE SERVICES, INC.
CONTRACTOR

By:

Salvadore Dominguez
Title

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)
 Department: _____ Date of Contract: _____

Authorized by Res. No.: _____ Contract Expiration Date: _____
 Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide Consultant's federal tax identification number.

 Dear Contracting Company: Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	Dominguez Landscape Services, Inc.
ADDRESS	8376 Rovana Circle
CITY, STATE, ZIP	Sacramento, CA 95828 AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
<input checked="" type="checkbox"/>	CORPORATION	108-0230098
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD